



U. S. General Services Administration  
Northwest/Arctic Region  
400 - 15<sup>th</sup> Street SW  
Auburn, WA 99001-6599

December 9, 2013

Craig T. Kenworthy  
Puget Sound Clean Air Agency  
1904 Third Avenue, suite 105  
Seattle, WA 98101

RECEIVED

DEC 11 2013  
Puget Sound  
Clean Air Agency

Dear Mr. Kenworthy:

Enclosed for your records is an executed original set of contract documents for the Outlease GS-10PR-OL-14-02 and Exhibits A, for the rental of approximately 2,450 usable square feet of easterly parking / storage area located at the Federal Center South complex, located at 4735 East Marginal Way S., Seattle, WA 98134. This contract is effective December 1, 2013 through November 30, 2018.

The Office of Finance will send new rental coupons, which may take 30-45 days for receipt. Rent is still due, though you may not be in receipt of the coupons. Please annotate all rent payments with the contract number, beginning with the lease start date, to ensure proper posting by the Office of Finance. We encourage payment of rent via electronic funds transfer. Please contact Ms. Chris Gaines in the Office of Finance, at 817-978-3652, to establish an account. **Effective December 1, 2013, your monthly rent is \$425.00 monthly; or \$5,100.00 annually.**

Should you have any questions regarding this new contract, please contact me at 253-931-7865, or via e-mail at [stan.catchpole@gsa.gov](mailto:stan.catchpole@gsa.gov).

Sincerely,

A handwritten signature in blue ink that reads "Stan Catchpole".

Stanley W. Catchpole  
Outleasing Contracting Officer  
Portfolio Management Division (10PTTA)

Enclosure



**U. S. GOVERNMENT  
LEASE OF REAL PROPERTY**

1. THIS LEASE entered into in accordance with the National Historic Preservation Act of 1966, by and between the United States of America, acting by and through General Services Administration (GSA), hereinafter called Lessor, and **Puget Sound Clean Air Agency**, hereinafter called the Lessee, whose address is, 1904 Third Avenue, suite 105, Seattle, WA 98101, to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.
2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: **2,450.00** square feet of parking/storage space with the dimensions of 35' x 70', located in the NE corner of the east parking lot of the Federal Center South complex, located at 4735 East Marginal Way S. Seattle, WA 98134.  
  
To be used exclusively for the following purpose(s): chain link fence enclosed, air pollution monitoring site, with an 8ft x 20 ft container-style temporary building to house various air pollution monitors. The storage and/or use of hazardous/flammable materials, or perishable food grade products are prohibited.
3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term beginning, **December 1, 2013** and ending, **November 30, 2018** this agreement will revert to a month-to-month occupancy, pending a negotiated agreement of renewal, based on current market rates for like space. Lessee must notify the Contracting Officer, in writing, of intent to renew no later than thirty (30) days prior to expiration of the initial lease term.
4. The Lessee shall pay the Lessor an annual rental of **\$5,100.00 (five thousand one hundred and 00/100 dollars)**, payable at the rate of **\$425.00 (four hundred twenty-five and 00/100 dollars)**, per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the **General Services Administration**, and shall contain the following outlease number for identification purposes: **GS-10PR-OL-14-02**. All payments are to be paid by check or money order and mailed to the **OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO BOX 301511, LOS ANGELES, CA 90030-1511**, for receipt on or before the first day of each month. Delinquent rent may result in collection fees, including interest and penalties, as assessed by the Office of Finance. Transmittal via an electronic funds transfer (EFT) is acceptable with arrangements made through the Office of Finance, 817-978-3652. **This address is for the receipt of rental payments ONLY. All other correspondence must be submitted to GSA, Contracting Officer, Portfolio Management Division (10PTTA), 400-15<sup>th</sup> Street SW, Auburn, WA 98001.**
5. The Lessor shall furnish the Lessee under the terms of this lease services and utilities as follows: N/A. No utilities are currently in place. Separately metered electricity to the site will be the responsibility of Lessee to obtain and shall be financially responsible for.
6. The following paragraph (s) was deleted before execution of this lease: Terms and Conditions - Paragraph J; replaced with Paragraph 10. The following document was incorporated before execution of this lease: **Exhibit A (space / site drawing)**
7. Space offered is accepted "as is". Any proposed changes/alterations to the space shall be the sole responsibility of the Lessee, with prior approval of the Contracting Officer. Submission of plans/drawings and acceptance of work completed shall be through the GSA Property Manager (206) 764-6775. All alterations performed in the facility shall not affect the historical integrity or appearance of the space / site.
8. The Lessee shall be subject to all Federal Property Regulations and Rules of Occupancy applying to Federal tenants (41 CFR, Part 102-74), and administered by the Lessor. All federal restrictions to such areas are applicable.
9. The Lessor/Lessee may terminate this lease at any time by giving at least **thirty (30) days** notice in writing, to the Lessee/Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the postmarked date of mailing by either the Lessor/Lessee.
10. Unless otherwise specified herein, Lessee shall, without expense to the Lessor and to the satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability, with limits of liability of \$1,000,000 per occurrence, and third party property damage liability to cover loss of use, or damage to building of \$1,000,000 per occurrence. A certification of insurance shall be furnished the Lessor within **fifteen (15) days from the date of execution of this lease**. This policy for general third party liability shall include an endorsement naming the United States of America/GSA, as an additional insured as respects liability assumed in Paragraph E of this lease and arising out of the use and occupancy for leased premises by Lessee. The policy shall include the following endorsement: **"It is a condition of this policy the insurance company shall furnish written notice to the General Services Administration, Outleasing Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy." This Certificate of Insurance must be submitted to the GSA, Contracting Officer, Portfolio Management Division (10PTTA), 400-15<sup>th</sup> Street SW, Auburn, WA 98001.**
11. Lessee shall have the right to install and maintain a business identification signage of appropriate size and style, to be in keeping with the historical aspects of the property. All equipment related to each station, and all data obtained from each station, is owned by the Lessee.
12. Lessee assumes the risk of all claims related to users or use of the leased space arising out of seismic events. The Lessee shall hold the Lessor harmless from any claims arising out of, or related to any seismic activity rendering the leased space partially, or wholly unusable.
13. Lessee is placed on notice use/occupancy of non-leased/unassigned space, shall be grounds for assessment of non-negotiable rental charges, equal to the existing square footage at current market rate, for each day the space is occupied. Lessor will require payment within **thirty (30) days** of notification of said charge. Lessee may request a reduction or expansion of square footage with a written **thirty (30) days** notice. The Lessor is not obligated to reduce or increase square footage during the lease term.



## TERMS AND CONDITIONS

A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.

B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.

C. The Lessor shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessee, his agents, employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.

D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.

E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.

F. Lessee shall comply with all applicable Municipal and State Laws, ordinances and regulations; and obtain and pay for all licenses and permits as may be required.

G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the Lessor, the leased premises, other Lessees, or the building in part or whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

H. Lessee, Lessee's agency, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.

I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or to make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.

J. Unless otherwise specified herein, Lessee shall, without expenses to the Lessor and to the satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability with limits of liability for bodily injury and third party property damage liability in the amounts specified by the General Services Administration Contracting Officer. A certified copy of the policy with endorsement, manually countersigned, shall be furnished the Lessor within 15 days from the date of execution of this lease. The policy for general third party liability shall include an endorsement naming the United States of America, as an additional insured. The policy shall include the following endorsement: "It is a condition of this policy that the insurance company shall furnish written notice to the General Services Administration, Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy."

K. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on

authority hereby granted the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.

L. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.

M. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.

N. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.

O. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

P. The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.

Q. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's representative and is the only person who has authority to sign or amend the terms or conditions of this lease.

R. The Lessee agrees they will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

S. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any of its rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.

T. Lessee acknowledges they acquire no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

U. If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presence on the date indicated below.

Executed this 6th day of December, 2013

IN PRESENCE OF:

By: [Signature]  
(Witness Signature)

(Witness Print Name and Title) Jennifer Kan

Accepted on behalf of the UNITED STATES OF AMERICA this 9th day of DECEMBER, 2013

GENERAL SERVICES ADMINISTRATION

By: [Signature]

Stanley W. Catchpole  
Outleasing Contracting Officer  
GSA, Portfolio Management Division (10PTTA)  
400 - 15<sup>th</sup> Street SW, Auburn, WA 98001-6599  
Contract No: GS-10PR-OL-14-02

LESSEE:

[Signature]  
(Signature)

Craig Kenworthy, Executive Director  
(Print Name and Title)

FEDERAL TAX ID or SSN: 91-002-3558



# APPENDIX A

Drawing of Seattle Duwamish Air Quality Monitoring Site - 4700 E. Marginal Way S. Seattle, WA 98134  
Puget Sound Clean Air Agency

EXHIBIT A 1

The monitoring site will be located on the plot of land in the East portion of the parking lot at the corner of E Marginal Way S and S Alaska Street.

This area will be cleared out, new fencing installed, and power installed on the pole (labeled) in the NW corner of the plot.

An 8ftx20ftx8ft container shaped building will be placed next to the pole, and that building will house indoor monitoring equipment. A 9ftx12ft deck may be added to provide platform to outdoor samplers.

The space will be utilized to provide temporary storage for small shelters, and equipment that is used in air monitoring operations.

The monitoring site will be 35 ft x 70 ft rectangular in size - similar in size to the red box in the picture shown to the right.



INITIALS

*MS* & *SWC*  
LESSEE & GOVERNMENT

DATE DEC 9, 2013 12/09/13

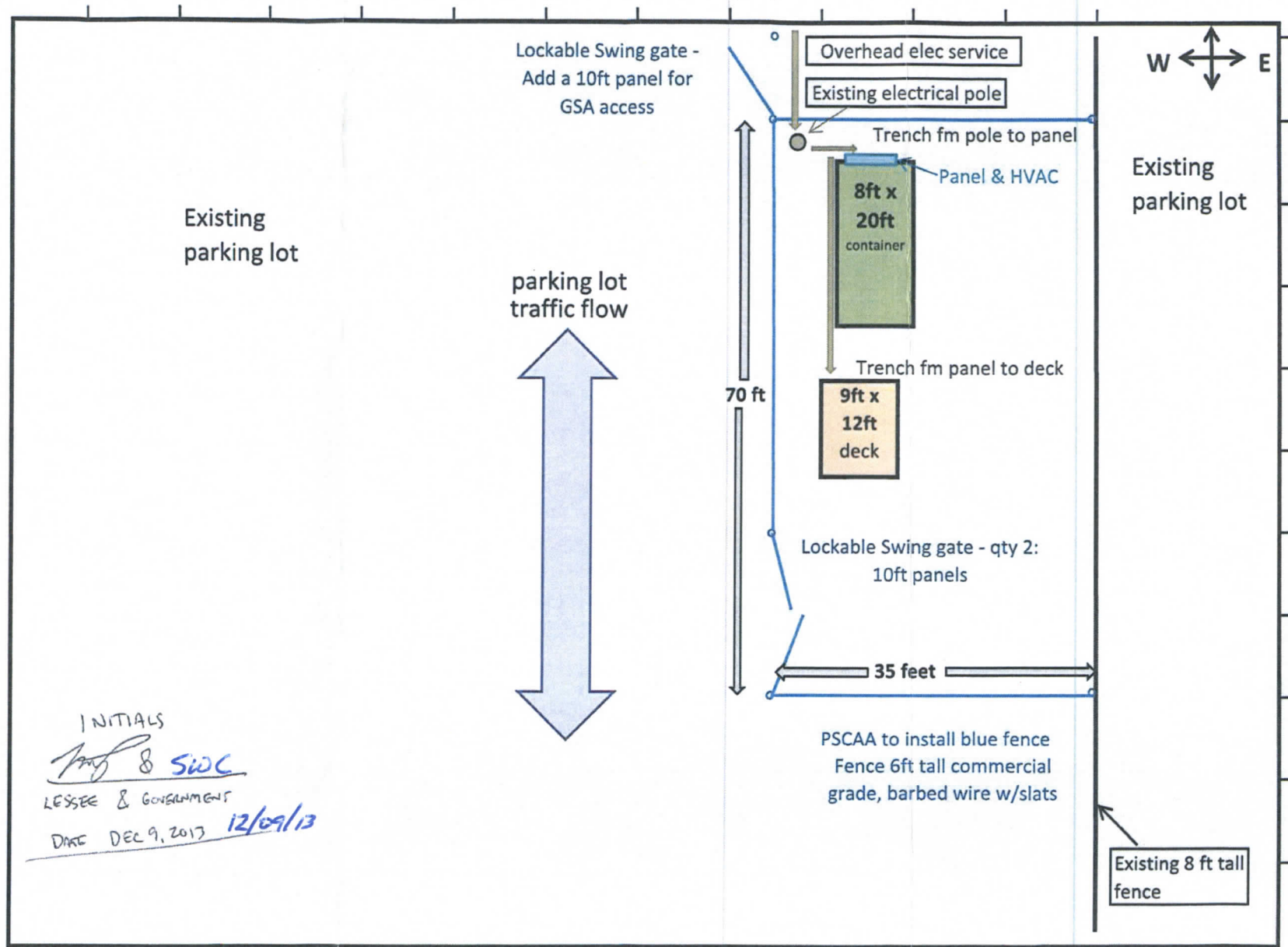
Drawing Scale approximate - Dimensions labeled when possible

Matt Harper, Air Monitoring Lead

# APPENDIX A

Drawing of Seattle Duwamish Air Quality Monitoring Site - 4700 E. Marginal Way S. Seattle, WA 98134  
Puget Sound Clean Air Agency

EXHIBIT A2



INITIALS  
*[Signature]* & SWC  
 LESSEE & GOVERNMENT  
 DATE DEC 9, 2013 12/09/13

Drawing Scale approximate - Dimensions labeled when possible

Matt Harper, Air Monitoring Lead